

1 A bill to be entitled
 2 An act relating to residential properties; amending
 3 ss. 718.116, 719.108 and 720.30851, F.S.; providing
 4 requirements relating to the request for an estoppel
 5 certificate by a unit or parcel owner; providing that
 6 the association waives the right to collect any moneys
 7 owed in excess of the amounts set forth in the
 8 estoppel certificate under certain conditions;
 9 providing that the association waives any claim
 10 against a person or entity who would have relied in
 11 good faith upon the estoppel certificate under certain
 12 conditions; providing and revising estoppel
 13 certificate fee and supplemental fee requirements;
 14 repealing provisions regarding expedited court action
 15 to compel issuance of an estoppel certificate;
 16 providing an effective date.

17
 18 Be It Enacted by the Legislature of the State of Florida:

19
 20 Section 1. Subsection (8) of section 718.116, Florida
 21 Statutes, is amended to read:

22 718.116 Assessments; liability; lien and priority;
 23 interest; collection.—

24 (8) Within 10 ~~15~~ days after receiving a written request
 25 for an estoppel certificate ~~therefor~~ from a unit owner or his or
 26 her designee, or a unit mortgagee or his or her designee, the

27 | association shall deliver by mail, hand, or electronic means an
 28 | estoppel ~~provide~~ a certificate signed by an officer or agent of
 29 | the association. The estoppel certificate must be dated as of
 30 | the date it is delivered, must be valid for at least 30 days,
 31 | and must state ~~stating~~ all assessments and other moneys,
 32 | including costs and reasonable attorney's fees incurred in
 33 | collection as authorized by subsection (3) or paragraph (5)(b),
 34 | that are owed to the association by the unit owner with respect
 35 | to the unit, as reflected in records maintained pursuant to s.
 36 | 718.111(12), through a date that is at least 30 days after the
 37 | date of the estoppel certificate ~~condominium parcel.~~

38 | (a) An association waives the right to collect any moneys
 39 | owed in excess of the amounts set forth in the estoppel
 40 | certificate from any person who in good faith relies upon the
 41 | estoppel certificate, and from that person's successors and
 42 | assigns ~~Any person other than the owner who relies upon such~~
 43 | ~~certificate shall be protected thereby.~~

44 | (b) If an association receives a written request for an
 45 | estoppel certificate from a unit owner or his or her designee,
 46 | or a unit mortgagee or his or her designee, and fails to deliver
 47 | an estoppel certificate as required by this section, the
 48 | association waives, as to any person who would have in good
 49 | faith relied on the estoppel certificate and as to that person's
 50 | successors and assigns, any claim, including a claim for a lien
 51 | against the unit, for any amounts owed to the association that
 52 | should have been shown on the estoppel certificate ~~A summary~~

53 ~~proceeding pursuant to s. 51.011 may be brought to compel~~
 54 ~~compliance with this subsection, and in any such action the~~
 55 ~~prevailing party is entitled to recover reasonable attorney's~~
 56 ~~fees.~~

57 (c) Notwithstanding any limitation on transfer fees
 58 contained in s. 718.112(2)(i), an ~~the~~ association or its
 59 ~~authorized~~ agent may charge an estoppel certificate ~~a reasonable~~
 60 ~~fee~~ as provided in this paragraph for the preparation and
 61 delivery of the estoppel certificate. The amount of the estoppel
 62 certificate fee must be included on the estoppel certificate. If
 63 the estoppel certificate is requested in conjunction with the
 64 sale or refinancing of a unit, the estoppel certificate fee and
 65 any supplemental estoppel certificate fees pursuant to this
 66 paragraph shall be due and payable no earlier than the closing
 67 of the sale or refinancing, and shall be paid from closing
 68 settlement proceeds. If the closing does not occur within 60
 69 days after the date the estoppel certificate is delivered, the
 70 fee for the estoppel certificate is the obligation of the unit
 71 owner and the association may collect the fee only in the same
 72 manner as an assessment against the unit owner as set forth in
 73 this section. The preparation and delivery of an estoppel
 74 certificate may not be conditioned upon the payment of any other
 75 fees. The estoppel certificate fee may not exceed \$100. However,
 76 one or more of the following supplemental estoppel certificate
 77 fees may be added:

78 1. If the unit owner is delinquent with respect to moneys

79 owed to the association, and the association has referred the
 80 account to an attorney or other agent for collection, an
 81 additional estoppel certificate fee not to exceed \$50 may be
 82 charged.

83 2. If a request to expedite delivery of the estoppel
 84 certificate is made and the estoppel certificate is delivered no
 85 later than the date requested, an additional estoppel
 86 certificate fee not to exceed \$50 may be charged.

87 3. If an additional estoppel certificate is requested
 88 within 30 days after the most recently delivered estoppel
 89 certificate, an additional estoppel certificate fee not to
 90 exceed \$50 for each such estoppel certificate may be charged.

91 (d) If estoppel certificates for multiple units owned by
 92 the same unit owner are simultaneously requested from the same
 93 association and there are no past due monetary obligations owed
 94 to the association, the statement of moneys due for those units
 95 may be delivered in one or more estoppel certificates, and,
 96 though the estoppel certificate fee for each unit shall be
 97 computed as set forth in paragraph (c), the total estoppel
 98 certificate fee that the association may charge for the
 99 preparation and delivery of the estoppel certificate or estoppel
 100 certificates may not exceed, in the aggregate:

101 1. For 25 or fewer units, \$750.

102 2. For 26 to 50 units, \$1,000.

103 3. For 51 to 100 units, \$1,500.

104 4. For more than 100 units, \$2,500.

105 ~~(e)(d)~~ The authority to charge a fee for the estoppel
 106 certificate shall be established by a written resolution adopted
 107 by the board or provided by a written management, bookkeeping,
 108 or maintenance contract ~~and is payable upon the preparation of~~
 109 ~~the certificate. If the certificate is requested in conjunction~~
 110 ~~with the sale or mortgage of a unit but the closing does not~~
 111 ~~occur and no later than 30 days after the closing date for which~~
 112 ~~the certificate was sought the preparer receives a written~~
 113 ~~request, accompanied by reasonable documentation, that the sale~~
 114 ~~did not occur from a payor that is not the unit owner, the fee~~
 115 ~~shall be refunded to that payor within 30 days after receipt of~~
 116 ~~the request. The refund is the obligation of the unit owner, and~~
 117 ~~the association may collect it from that owner in the same~~
 118 ~~manner as an assessment as provided in this section.~~

119 Section 2. Subsection (6) of section 719.108, Florida
 120 Statutes, is amended to read:

121 719.108 Rents and assessments; liability; lien and
 122 priority; interest; collection; cooperative ownership.—

123 (6) Within 10 ~~15~~ days after receiving a written request
 124 for an estoppel certificate from ~~by~~ a unit owner or his or her
 125 designee, or a mortgagee or his or her designee, the association
 126 shall deliver by mail, hand, or electronic means an estoppel
 127 ~~provide a~~ certificate signed by an officer or agent of the
 128 association. The estoppel certificate must be dated as of the
 129 date it is delivered, must be valid for at least 30 days, and
 130 must state ~~stating~~ all assessments and other moneys, including

131 costs and reasonable attorney's fees as authorized by subsection
 132 (3) or paragraph (4) (b), that are owed to the association by the
 133 unit owner with respect to the cooperative parcel, as reflected
 134 in records maintained pursuant to s. 719.104(2), through a date
 135 that is at least 30 days after the date of the estoppel
 136 certificate.

137 (a) An association waives the right to collect any moneys
 138 owed in excess of the amounts set forth in the estoppel
 139 certificate from any person who in good faith relies upon the
 140 estoppel certificate, and from that person's successors and
 141 assigns ~~Any person other than the unit owner who relies upon~~
 142 ~~such certificate shall be protected thereby.~~

143 (b) If an association receives a written request for an
 144 estoppel certificate from a unit owner or his or her designee,
 145 or a unit mortgagee or his or her designee, and fails to deliver
 146 an estoppel certificate as required by this section, the
 147 association waives, as to any person who would have in good
 148 faith relied on the estoppel certificate and as to that person's
 149 successors and assigns, any claim, including a claim for a lien
 150 against the unit, for any amounts owed to the association that
 151 should have been shown on the estoppel certificate.

152 (c) Notwithstanding any limitation on transfer fees
 153 contained in s. 719.106(1) (i), ~~an the~~ association or its
 154 authorized agent may charge an estoppel certificate a reasonable
 155 fee as provided in this paragraph for the preparation and
 156 delivery of the estoppel certificate. The amount of the estoppel

157 certificate fee must be included on the estoppel certificate. If
158 the estoppel certificate is requested in conjunction with the
159 sale or refinancing of a unit, the estoppel certificate fee and
160 any supplemental estoppel certificate fees pursuant to this
161 paragraph shall be due and payable no earlier than the closing
162 of the sale or refinancing, and shall be paid from closing
163 settlement proceeds. If the closing does not occur within 60
164 days after the date the estoppel certificate is delivered, the
165 estoppel certificate fee for the estoppel certificate is the
166 obligation of the unit owner and the association may collect the
167 estoppel certificate fee only in the same manner as an
168 assessment against the unit owner as set forth in this section.
169 The preparation and delivery of an estoppel certificate may not
170 be conditioned upon the payment of any other fees. The estoppel
171 certificate fee may not exceed \$100. However, one or more of the
172 following supplemental estoppel certificate fees may be added:
173 1. If the unit owner is delinquent with respect to moneys
174 owed to the association, and the association has referred the
175 account to an attorney or other agent for collection, an
176 additional estoppel certificate fee not to exceed \$50 may be
177 charged.
178 2. If a request to expedite delivery of the estoppel
179 certificate is made and the estoppel certificate is delivered no
180 later than the date requested, an additional estoppel
181 certificate fee not to exceed \$50 may be charged.
182 3. If an additional estoppel certificate is requested

183 within 30 days after the most recently delivered estoppel
 184 certificate, an additional estoppel certificate fee not to
 185 exceed \$50 for each such estoppel certificate may be charged.

186 (d) If estoppel certificates for multiple units owned by
 187 the same unit owner are simultaneously requested from the same
 188 association and there are no past due monetary obligations owed
 189 to the association, the statement of moneys due for those units
 190 may be delivered in one or more estoppel certificates, and,
 191 though the estoppel certificate fee for each unit shall be
 192 computed as set forth in paragraph (c), the total estoppel
 193 certificate fee that the association may charge for the
 194 preparation and delivery of the estoppel certificate or estoppel
 195 certificates may not exceed, in the aggregate:

- 196 1. For 25 or fewer units, \$750.
- 197 2. For 26 to 50 units, \$1,000.
- 198 3. For 51 to 100 units, \$1,500.
- 199 4. For more than 100 units, \$2,500.

200 (e) The authority to charge a fee for the estoppel
 201 certificate shall be established by a written resolution adopted
 202 by the board or provided by a written management, bookkeeping,
 203 or maintenance contract.

204 Section 3. Section 720.30851, Florida Statutes, is amended
 205 to read:

206 720.30851 Estoppel certificates.—Within 10 ~~15~~ days after
 207 receiving the date on which a written request for an estoppel
 208 certificate is received from a parcel owner or his or her

209 designee, or a mortgagee, or his or her designee, the
 210 association shall deliver by mail, hand, or electronic means an
 211 estoppel ~~provide a~~ certificate signed by an officer or
 212 ~~authorized~~ agent of the association. The estoppel certificate
 213 must be dated as of the date it is delivered, must be valid for
 214 at least 30 days, and must state ~~stating~~ all assessments and
 215 other moneys, including costs and attorney's fees incurred by
 216 the association incident to the collection process as authorized
 217 by s. 720.3085, that are owed to the association by the parcel
 218 owner or mortgagee with respect to the parcel, as reflected in
 219 records maintained pursuant to s. 720.303(4), through a date
 220 that is at least 30 days after the date of the estoppel
 221 certificate. ~~An association may charge a fee for the preparation~~
 222 ~~of such certificate, and the amount of such fee must be stated~~
 223 ~~on the certificate.~~

224 (1) An association waives the right to collect any moneys
 225 owed in excess of the amounts set forth in the estoppel
 226 certificate from any person who in good faith relies upon that
 227 certificate, and from that person's successors and assigns ~~Any~~
 228 ~~person other than a parcel owner who relies upon a certificate~~
 229 ~~receives the benefits and protection thereof.~~

230 (2) If an association receives a written request for an
 231 estoppel certificate from a parcel owner or his or her designee,
 232 or a mortgagee or his or her designee, and fails to deliver an
 233 estoppel certificate as required by this section, the
 234 association waives, as to any person who would have in good

235 faith relied on the estoppel certificate and as to that person's
236 successors and assigns, any claim, including a claim for a lien
237 against the parcel, for any amounts owed to the association that
238 should have been shown on the estoppel certificate ~~A summary~~
239 ~~proceeding pursuant to s. 51.011 may be brought to compel~~
240 ~~compliance with this section, and the prevailing party is~~
241 ~~entitled to recover reasonable attorney's fees.~~

242 (3) An association or its agent may charge an estoppel
243 certificate fee as provided in this subsection for the
244 preparation and delivery of the estoppel certificate. The amount
245 of the estoppel certificate fee must be included on the estoppel
246 certificate. If the estoppel certificate is requested in
247 conjunction with the sale or refinancing of a parcel, the
248 estoppel certificate fee and any supplemental estoppel
249 certificate fees pursuant to this subsection shall be due and
250 payable no earlier than the closing of the sale or refinancing,
251 and shall be paid from the closing settlement proceeds. If the
252 closing does not occur within 60 days after the date the
253 estoppel certificate is delivered, the estoppel certificate fee
254 for the estoppel certificate is the obligation of the parcel
255 owner and the association may collect the estoppel certificate
256 fee only in the same manner as an assessment against the parcel
257 owner as set forth in s. 720.3085. The preparation and delivery
258 of an estoppel certificate may not be conditioned upon the
259 payment of any other fees. The amount of the estoppel
260 certificate fee for the estoppel letter may not exceed \$100.

261 However, one or more of the following supplemental estoppel
 262 certificate fees may be added:

263 (a) If the parcel owner is delinquent with respect to
 264 moneys owed to the association, and the association has referred
 265 the account to an attorney or other agent for collection, an
 266 additional estoppel certificate fee not to exceed \$50 may be
 267 charged.

268 (b) If a request to expedite delivery of the estoppel
 269 certificate is made and the estoppel certificate is delivered no
 270 later than the date requested, an additional estoppel
 271 certificate fee not to exceed \$50 may be charged.

272 (c) If an additional estoppel certificate is requested
 273 within 30 days after the most recently delivered estoppel
 274 certificate, an additional estoppel certificate fee not to
 275 exceed \$50 for each such estoppel certificate may be charged.

276 (4) If estoppel certificates for multiple parcels owned by
 277 the same parcel owner are simultaneously requested from the same
 278 association and there are no past due monetary obligations owed
 279 to the association, the statement of moneys due for those
 280 parcels may be delivered in one or more estoppel certificates,
 281 and, though the estoppel certificate fee for each parcel shall
 282 be computed as set forth in subsection (3), the total estoppel
 283 certificate fee that the association may charge for the
 284 preparation and delivery of the estoppel certificate or estoppel
 285 certificates may not exceed, in the aggregate:

286 (a) For 25 or fewer parcels, \$750.

287 (b) For 26 to 50 parcels, \$1,000.
 288 (c) For 51 to 100 parcels, \$1,500.
 289 (d) For more than 100 parcels, \$2,500.
 290 (5) The authority to charge a fee for the estoppel
 291 certificate shall be established by a written resolution adopted
 292 by the board or provided by a written management, bookkeeping,
 293 or maintenance contract ~~and is payable upon the preparation of~~
 294 ~~the certificate. If the certificate is requested in conjunction~~
 295 ~~with the sale or mortgage of a parcel but the closing does not~~
 296 ~~occur and no later than 30 days after the closing date for which~~
 297 ~~the certificate was sought the preparer receives a written~~
 298 ~~request, accompanied by reasonable documentation, that the sale~~
 299 ~~did not occur from a payor that is not the parcel owner, the fee~~
 300 ~~shall be refunded to that payor within 30 days after receipt of~~
 301 ~~the request. The refund is the obligation of the parcel owner,~~
 302 ~~and the association may collect it from that owner in the same~~
 303 ~~manner as an assessment as provided in this section.~~

304 Section 4. This act shall take effect July 1, 2015.